



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

February 27, 2003

IN REPLY PLEASE
REFER TO FILE: PD-2

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**EXCHANGE OF CITY OF LA HABRA HEIGHTS
FEDERAL SURFACE TRANSPORTATION PROGRAM FUNDS FOR
COUNTY OF LOS ANGELES GASOLINE TAX FUNDS
CITY OF LA HABRA HEIGHTS-COUNTY COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 4
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair of the Board to sign the enclosed agreement between the County of Los Angeles and the City of La Habra Heights providing for the City to exchange \$77,472 Federal Surface Transportation Program funds for an equal sum of County gasoline tax funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Your Board's approval of the enclosed agreement is necessary to effect the exchange of \$77,472 of the City of La Habra Heights' Federal Surface Transportation Program (STP) funds for an equivalent amount of County gasoline tax funds.

The Los Angeles County Metropolitan Transportation Authority has established procedures that permit the transfer of STP funds between public agencies. The approval of the enclosed agreement is required under these procedures. This exchange of funds is mutually beneficial to and in the general interest of the City and the County.

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goal of Service Excellence as it provides the City with less restrictive funds for the improvement of its local streets for the benefit of the motoring public.

FISCAL IMPACT/FINANCING

Your Board's approval of the enclosed agreement will result in no direct fiscal impact on the County. The County's payment of gasoline tax funds to the City will be offset by the STP funds received by the County for use on a qualifying County road construction project, which would have otherwise been financed with gasoline tax funds.

The \$77,472 in gasoline tax funds to be paid to the City of La Habra Heights is available in the Fiscal Year 2002-03 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed agreement provides for the City of La Habra Heights to assign \$77,472 of the City's available STP funds to the County and the County to pay to the City, following the execution of the agreement, \$77,472 in County gasoline tax funds.

The agreement has been approved by the City of La Habra Heights and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

Since the enclosed agreement does not constitute the approval of a project pursuant to Sections 301 and 307 of the County of Los Angeles Environmental Document Reporting Procedures and Guidelines, the proposed action is not subject to the requirements of the California Environmental Quality Act.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The County will be processing Federal-aid eligible projects in unincorporated areas to which the City's assignment of STP funds can be obligated. The City intends to utilize the gasoline tax funds in accordance with Article XIX of the California State Constitution.

The Honorable Board of Supervisors
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CONCLUSION

Enclosed are two originals of the agreement, which have been approved by the City and approved as to form by County Counsel. Upon approval, please return the copy marked "CITY ORIGINAL" to Public Works for processing together with one approved copy of this letter. The copy marked "COUNTY ORIGINAL" is for your files.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

ESC:yr
C031403
A:\La Habra Heights.wpd

Enc.

cc: Chief Administrative Office
County Counsel

A G R E E M E N T A N D A S S I G N M E N T

THIS AGREEMENT AND ASSIGNMENT, made and entered into by and between the CITY OF LA HABRA HEIGHTS, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

W I T N E S S E T H

WHEREAS, CITY has Seventy-seven Thousand Four Hundred Seventy-two and 00/100 Dollars (\$77,472.00) in available Federal Surface Transportation Program (STP) funds of which Twenty Thousand Seven Hundred Fifty-six and 00/100 Dollars (\$20,756.00) are scheduled to lapse to the Los Angeles County Metropolitan Transportation Authority unless they are obligated to a qualifying project or otherwise assigned to another agency or exchanged with another agency; and

WHEREAS, CITY desires to exchange Seventy-seven Thousand Four Hundred Seventy-two and 00/100 Dollars (\$77,472.00) of CITY'S available STP funds for a like amount of COUNTY gasoline tax funds; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority has procedures that permit the transfer of STP funds between public agencies; and

WHEREAS, such an exchange of funds is beneficial to and in the general interest of CITY and COUNTY.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To assign to COUNTY a fixed sum of Seventy-seven Thousand Four Hundred Seventy-two and 00/100 Dollars (\$77,472.00) of CITY'S available STP funds. Such assignment shall be effective upon full execution of this AGREEMENT AND ASSIGNMENT with no further action required by CITY.
- (2) To accept COUNTY'S payment of Seventy-seven Thousand Four Hundred Seventy-two and 00/100 Dollars (\$77,472.00) in COUNTY gasoline tax funds and to expend these funds in accordance with Article XIX of the California State Constitution.

(2) COUNTY AGREES:

- a. To accept CITY'S assignment of STP funds.

- b. To pay to CITY, following full execution of this AGREEMENT AND ASSIGNMENT, Seventy-seven Thousand Four Hundred Seventy-two and 00/100 Dollars (\$77,472.00) in COUNTY gasoline tax funds.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This AGREEMENT AND ASSIGNMENT may be amended or modified only by mutual written consent of COUNTY and CITY.
- b. Any correspondence, communication, or contact concerning this AGREEMENT AND ASSIGNMENT shall be directed to the following:

CITY:

Mr. Dominic Milano
City Engineer
City of La Habra Heights
1245 North Hacienda Boulevard
La Habra Heights, CA 90631-2570

COUNTY:

Mr. James A. Noyes
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- (3) It is understood and agreed that the provisions of Assumption of Liability Agreement No. 33747 between CITY and COUNTY, adopted by the Board of Supervisors on November 30, 1978, and currently in effect, are inapplicable to this AGREEMENT AND ASSIGNMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT AND ASSIGNMENT to be executed by their respective officers, duly authorized, by the CITY OF LA HABRA HEIGHTS on _____, 2002, and by the COUNTY OF LOS ANGELES on _____, 2002.

COUNTY OF LOS ANGELES

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Chair, Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

CITY OF LA HABRA HEIGHTS

By _____
City Manager

APPROVED AS TO FORM:

By _____
City Attorney